Sent By: Bennett Truck Transport; 503 981 4094; 8ep-11-08 2:04PM; Page 1/1 To: BMT 8EATAC At: 12088708775

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - #
and any components thereof or contents therein (the "UNIT") for East AHM Development (the
"CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a
mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge
Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922
for intended installation into a complex with other modular condominium units on or about mid September 2008,
Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released
Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long
and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and
therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to
perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations,
indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

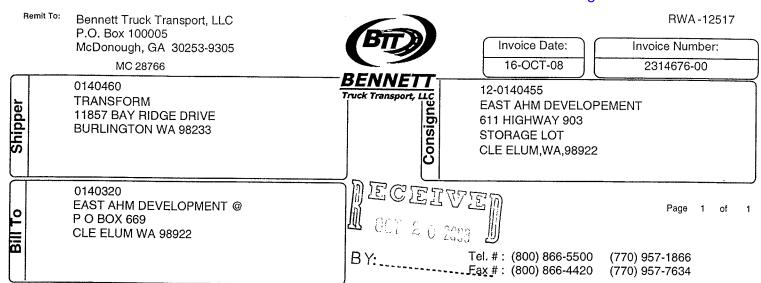
IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Bennett Truck Transport, LLC

By: OK Per Don By:

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m AHM}$ 

## Case 2:09-cv-01120-RSM Document 22-4 Filed 03/08/10 Page 2 of 61



Div: 12 B/L Number: 008-88037-47 Miles Truck: 480221 Trailer: Driver Name: JAMES SOLER Date Shipped: 16-OCT-08 Pieces Description Charges Weight Rate 13X72X12'10 0 688.00 FLT 688.00 **FSC** 431.50 FLT 431.50 **PERMITS** 15.00 FLT 15.00 **ESCORTS** 376.25 FLT 376.25 SPOTTING CHARGE 433.25 FLT 433.25 Job: <u>08-009</u> Code: <u>01-626</u> MOTEL 100.00 FLT 100.00 **UED C&H PILOTS** 

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

2,044.00

## To ensure proper credit, please detach this portion and return with remittance.

008-88037-47 BOL No.: Bill To:

0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2314676-00

Invoice Date:

16-OCT-08

Payment Due Date:

**PAY THIS AMOUNT** 

31-OCT-08

Bennett Truck Transport, LLC

P.O. Box 100005

Please send payments to:

McDonough, GA 30253-9305

Total Amount Due:

2,044.00

Amount Enclosed:

136 AHM

			Driver: Jim So	1010-
Date: 10/11/08				
Terminal:RWA		)	Truck: 48022(	
Load :2314676			Unit:	
SERIAL #: 008-88037-47			C.O.D Amount:	
O#/HUD# S	TRAIGHT BILL OF ORIGINAL NOT NEC			
CARRIER :Bennett Truck Transport LLC.,in	cluding Barrett Transport,	Inc.,(SCAC) BTTI		T : 600382
a division of Bennett Truck Trans	sport,LLC.		MC-IC	C 285766
1001 Industrial Parkway.PO Box	569,McDonough GA 3025	3.		
From: Shipper Address(Origin):140460	To:	Consignee Addres	s(Destination):140455	
TRANSFORM	1	EAST AHM DEVE	LOPEMENT	
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BURLINGTON,WA,98233	•	CLE ELUM,WA,98	9922	
3607559130	į	5096741517		
interested in all or any said property,that every service to hereby certified that he is familier with all the terms and or EOD DAYMENT SEND BILL TO:	be performed hereunder shall be conditions of the said bill of lading,	subject to all terms and including those in BTT		
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Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other

Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off

Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

CARRIER

lawful charges.
Signature of Consigneor:

SHIPPER

PER:\_

road parking, which could be total destruction Signature:

will be paid unless all lawful charges have been paid to carrier

8ent	By:	Bennett	Truck	Transport;	503 981	4094;	8ep-11-08	2:04PM;	Page 1/1
TA: F	aurt s	REATAC		A+ 12088708775			. •	•	-

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - #
and any components thereof or contents therein (the "UNIT") for East AHM Development (the
"CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a
mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge
Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922
for intended installation into a complex with other modular condominium units on or about mid September 2008,
Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released
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therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to
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indemnifications, waivers and releases contained herein.

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In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim samages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEB's distinct needs, and both CONSIGNOR/CONSIGNEB and CARRIER expressly waive any and all rights and remedies allowed under 49 USC \$1\$106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Bennett Truck Transport, LLC

By: Ok Per Dr By: \_\_\_\_\_\_

AHM.

Case 2:09-cv-01120-RSM Document 22-4 Filed 03/08/10 Page 5 of 61 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Date: McDonough, GA 30253-9305 Invoice Number: MC 28766 20-OCT-08 2314680-00 0140460 Truck Transport, LLC 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT g 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** Consi STORAGE LOT CLE ELUM,WA,98922 0140320 EAST AHM DEVELOPMENT @ Page 1 P O BOX 669 CLE ELUM WA 98922

B/L Number:		Miles:		····		Div: 12
008-88037-49		ivilies,	Truck: 418029		Trailer:	
Driver Name:	EDWARD LUD	WIG		Date Ship	ped: 17-OCT-08	
Pieces		Description		Weight	Rate	Charges
DEADHE	3	Job: <u>08</u> Code: <u>0</u> Price: #2	1-626 2060 Ig	0	688.00 FLT 401.54 FLT 15.00 FLT 376.25 FLT 480.00 FLT 100.00 FLT	688.00 401.54 15.00 376.25 480.00 100.00

Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

2,060.79

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-49 Bill To: 0140320

Initials:

EAST AHM DEVELOPMENT @

P O BOX 669 CLE ELUM WA 98922

Please send payments to:

Invoice Number: Invoice Date:

**PAY THIS AMOUNT** 

Tel. #: (800) 866-5500

BY: \_\_\_\_\_Fax #: (800) 866-4420

(770) 957-1866

(770) 957-7634

2314680-00 20-OCT-08

Bennett Truck Transport, LLC

Payment Due Date: Total Amount Due:

04-NOV-08

P.O. Box 100005 McDonough, GA 30253-9305

Amount Enclosed: \_

2,060.79

139 AHM

Date: 10-17-08			Driver:	Ludu	49
erminal:RWA	/				_
oad :2314680			Unit: 41	8029	
RIAL #: 008-88037-49	•	THE	C.O.D Amount	t:	
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		NOT NEGOTIABL			
CARRIER :Bennett Truck T	ransport LLC.,including Barr	ett Transport, Inc.,(SCA	C) BTTI	US DOT : 60	0382
a division of Ber	nett Truck Transport,LLC.			MC-ICC 28	766
1001 Industrial F	Parkway.PO Box 569,McDon	ough GA 30253.			
rom: Shipper Address(Or	igin):140460		Address(Destination)	:140455	
TRANSFORM		EAST AH	A DEVELOPEMENT		
11857 BAY RIDGE D	RIVE	611 HIGH	WAY 903		
BURLINGTON,WA,983	233	CLE ELUN	1,WA,98922		
3607559130		50967415	17		
destination.It is mutually agreed, as interested in all or any sald property hereby certified that he is femilier w	to carry to its usual place of delivery to each carrier all or any of said prop that every service to be performed lith all the terms and conditions of the	eerty over all or any portion of sa hereunder shall be subject to all a said bill of lading, including tho	id route to destination, and a terms and conditions of BTT ise in BTTI 101 Rules Tariff.	s to each party et e	y time
FOR PAYMENT, SEND BI		REMIT C.O.D			
EAST AHM DEVELO	OPMENT @				
D O DOV 000					
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	2				
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Sent By: Bennett Truck Trensport; To: BMT SEATAC At: 12088708775

sport; 503 981 4094;

8ep-11-08 2:04PM;

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## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cie Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cie Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indetunifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEB's distinct needs, and both CONSIGNOR/CONSIGNEB and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER:
Bast AHM Development Bennett Truck Transport, LLC

By:

14 f-DOCUME-INTHALOCALS-INTERMENT AREA DEVELOPMENT PLANT VALUE CARGO INFURANCE WALVERSOODS. AND AH M

Case 2:09-cv-01120-RSM Document 22-4 Filed 03/08/10 Page 8 of 61 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 Invoice Number: Invoice Date: McDonough, GA 30253-9305 MC 28766 20-OCT-08 2317110-00 0140460 Truck Transport, LLC 12-0140455 TRANSFORM Shipper EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE Consigi 611 HIGHWAY 903 **BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ ပ Page 1 of P O BOX 669 CLE ELUM WA 98922 8 (800) 866-5500 (770) 957-1866 Fax # (800) 866-4420 (770) 957-7634 Div: 12 B/L Number: 008-88037-55 Miles: Truck: 418029 Trailer: Driver Name: EDWARD LUDWIG Date Shipped: 18-OCT-08 Pieces Description Weight Rate Charges 14'5X76X12'10 688.00 FLT 688.00 FSC 401.54 FLT 401.54 **PERMITS** 15.00 FLT 15.00 **ESCORTS** 376.25 FLT 376.25 SPOTTING CHARGE 480.00 FLT 480.00 **DEADHEAD MILES** 100.00 FLT 100.00 **USED C&H PILOTS** 2,060.79 **PAY THIS AMOUNT** Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month. Currency: USD To ensure proper credit, please detach this portion and return with remittance. BOL No.: 008-88037-55 Bill To: 0140320 EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM WA 98922 Invoice Number: 2317110-00 Invoice Date: 20-OCT-08 Please send payments to: Payment Due Date: 04-NOV-08 **Bennett Truck Transport, LLC** P.O. Box 100005 Total Amount Due: 2,060.79

142 AHM Amount Enclosed:

McDonough, GA 30253-9305

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Sent By: Bennett Truck Transport; To: BMT SEATAC At: 12068708775 503 981 4094;

8ep-11-08 2:04PM;

Page 1/1

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

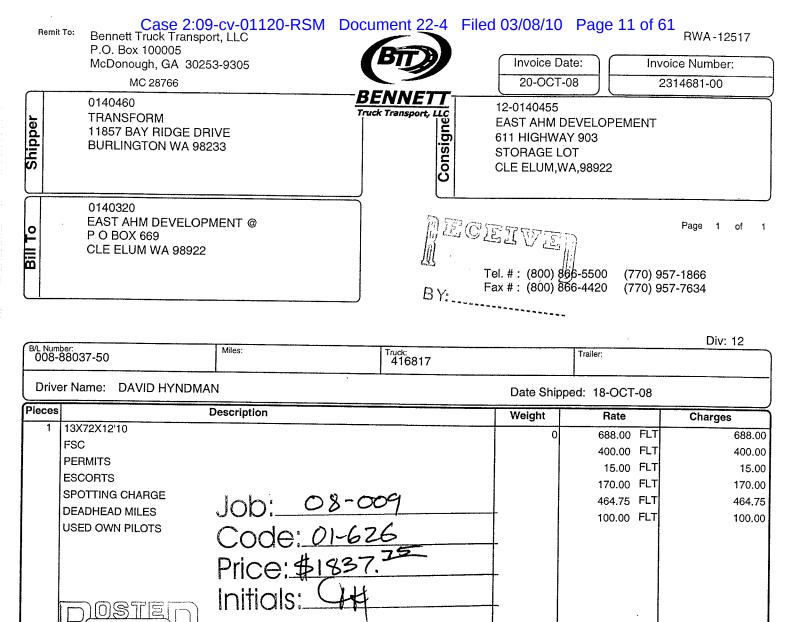
This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC \$14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_\_ day of September,

CONSIGNOR/CONSIGNEE: CARRIER: Bennett Truck Transport, LLC

By: OK Per Don Bv:

1.44 Choocures—increased and increased and increased value cargo inference waiverscool and AHM



Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

1,837.75

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-50

Bill To:

0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2314681-00

Invoice Date:

**PAY THIS AMOUNT** 

20-OCT-08

Payment Due Date:

04-NOV-08

Total Amount Due:

1.837.75

Amount Enclosed:

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

Date : /D. 14 / D8/ Terminal:RWA Load :2314681 SERIAL #: 008-88037-50 PO#/HUD#	STRAIGHT BILL O	Un C.	iver: DAUE 11. uck: 416 817 iit: O.D Amount:	1ndm
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a division of Bennett Truck Tran 1001 Industrial Parkway.PO Box	isport.LLC.		MC-ICC	
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property under the contract) agress to carry to its usual pl destination. It is mutually agreed, as to each carrier all or a interested in all or any said property, that every service to hereby certified that he is familier with all the terms and company to the property. The payment, SEND BILL TO:  EAST AHM DEVELOPMENT @	be performed hereunder shall be onditions of the said bill of lading,	have an or east innie to despi	namon and as to pack notice	l any time f.Shipper
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Sent By: Bennett Truck Transport; To: BMT SEATAC At: 1208

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Page 1/1

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2003, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Beast AHM Development Bennett Truck Transport, LLC

By: OK Per Don By: \_\_\_\_\_

C:DOCUME-INTHIUOCALS-INTERNATITY ARM INVENTERANCE WALTER-CARGO DEFURANCE WALVERSOON OF

#### Case 2:09-cv-01120-RSM Document 22-4 Filed 03/08/10 Page 14 of 61 Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 McDonough, GA 30253-9305 Invoice Date: Invoice Number: MC 28766 20-OCT-08 2317104-00 BENNE 0140460 12-0140455 Truck Transport, LLC **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 **BURLINGTON WA 98233** Consi STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ 10 Page P O BOX 669 CLE ELUM WA 98922 BII Tel. #: (800) 866-5500 (770) 957-1866 Fax #: (800) 866-4420 (770) 957-7634

B/L Numl	205	1				Div: 12
008-	88037-54	Miles:	Truck: 480221		Trailer:	
Drive	r Name: JAMES SOLER			Date Shipp	ped: 19-OCT-08	***
Pieces		Description		Weight	Rate	Charges
	C Dester	ob: 08- ode: 01 ice: #29 itials:	-009 -626 260. <sup>29</sup>	0	688.00 FLT 401.54 FLT 15.00 FLT 376.25 FLT 480.00 FLT 100.00 FLT	688.00 401.54 15.00 376.25 480.00 100.00
				<u> </u>		

Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

2,060.79

## To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-54 Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

2317104-00

Invoice Date:

20-OCT-08

Payment Due Date:

04-NOV-08

Total Amount Due:

2,060.79

Amount Enclosed: \_

Please send payments to:

Bennett Truck Transport, LLC

P.O. Box 100005

McDonough, GA 30253-9305

148 AHM

Date: 10/19/08		Driver:SO	LEJ
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a division	of Bennett Truck Transport,LLC.		MC-ICC 285766
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From: Shipper Addre	ss(Origin):140460 To:	Consignee Address(Destina	tion):140455
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11857 BAY RID	GE DRIVE	611 HIGHWAY 903	
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Note: This is a release to carrier for all damages and shortages unless noted hereon. No claims for any loss, damage, injury or delay

CARRIER

will be paid unless all lawful charges have been paid to carrier

SHIPPER PER:\_\_\_\_ CONSIGNEE
PER: OK

Sent By: Bennett Truck Transport; To: BMT SEATAC At: 12068708775

503 981 4094;

8ep-11-08 2:04PM;

Page 1/1

#### RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo Insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft. and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indemnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or business interruption, or for any consequential, incidental, indirect or special damages; (iii)
CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv)
CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEE's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: CARRIER: Bennett Truck Transport, LLC

By: OK Per Doz\_\_\_\_ By:

150 CNDOCUME-INTHIALOCALS-INTHIANTT ANIA DEVELOPMENT HAS DAVIDED VALUE-CARGO INFURANCE WAIVERANDER. BOR

Case 2:09-cv-01120-RSM Document 22-4 Filed 03/08/10 Page 17 of 61 RWA-12517 Remit To: Bennett Truck Transport, LLC P.O. Box 100005 Invoice Number: Invoice Date: McDonough, GA 30253-9305 2317100-00 20-OCT-08 MC 28766 0140460 12-0140455 Truck Transport, LLC **TRANSFORM** EAST AHM DEVELOPEMENT Consigne 11857 BAY RIDGE DRIVE **611 HIGHWAY 903 BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 Page 1 of EAST AHM DEVELOPMENT @ 70 P O BOX 669 CLE ELUM WA 98922 Tel. #: (800) 866-5500 Fax #: (800) 866-4420 (770) 957-1866 (770) 957-7634 Div: 12 Trailer: B/L Number: 008-88037-53 Miles: Truck: 416817 Driver Name: DAVID HYNDMAN Date Shipped: 19-OCT-08 Pieces Weight Rate Charges Description 688.00 12'7X72X12'10 688.00 FLT 450.00 **FSC** 450.00 FLT **PERMITS** 15.00 FLT 15.00 **ESCORTS** 170.00 170.00 FLT SPOTTING CHARGE Job: 08-009 Code: 01-626 Price: \$1837, 75 414.75 FLT 414.75 100.00 **DEADHEAD MILES** 100.00 FLT USED OWN PILOTS

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

Currency: USD

1,837.75

### To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-53 Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Invoice Number:

**PAY THIS AMOUNT** 

2317100-00

Invoice Date:

20-OCT-08 04-NOV-08

Please send payments to: Payment Due Date:

Total Amount Due:

1,837.75

Bennett Truck Transport, LLC P.O. Box 100005

McDonough, GA 30253-9305

Amount Enclosed:

151 AHM

Date: 10/19/08 Terminal:RWA Load:2317100 SERIAL #: 008-88037-53

O#/HUD#



Driver:HYND D Truck:416817 Unit:HS6817 C.O.D Amount:

CARRIER :Bennett Truck Transport LLC.,including Barrett Transport, Inc.,(SCAC) BTTI a division of Bennett Truck Transport, LLC.

US DOT: 600382 MC-ICC 285766

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

From: Shipper Address(Origin):140460

TRANSFORM

11857 BAY RIDGE DRIVE BURLINGTON,WA,98233

3607559130

To: Consignee Address(Destination):140455

EAST AHM DEVELOPEMENT

**611 HIGHWAY 903 CLE ELUM,WA,98922** 

5096741517

RECEIVED the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cosigned, and destined as shown above, which said carrier the word carrier being understood throughout the contract as meaning any person or corporation in possession of the properly under the contract) agress to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier all or any of said property over all or any portion of said route to destination, and as to each party at any time Interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTTI 101 Rules Traff. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff.

FOR PAYMENT, SEND BILL TO: EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM,WA,98922

REMIT C.O.D

Description

Weight

Rate

Miles

Total 1827.75

NO	Description 12'7X72X12'10	violg	,		150	831.7
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Delivery Relea	onsigneor:	e: nortages unless noted h o carrier	ereon.No claim	er from any damag is for any loss,dama CONSIGNEE	age,injury or delay	Doz

Sent By: Bennett Truck Transport; To: BMT SEATAC At: 12088708775 503 981 4094;

8ep-11-08 2:04PM;

Page 1/1

## RELEASED VALUE/CARGO INSURANCE WAIVER

In consideration of, and in connection with, the transportation of modular condominium unit - # and any components thereof or contents therein (the "UNIT") for East AHM Development (the "CONSIGNOR/CONSIGNEE"), who is the owner of the UNIT and the payer of the freight charges and maintains a mailing address of P.O. Box 669, Cle Elum, WA 98233, from the shipping facility of Transform at 11857 Bay Ridge Drive, Burlington, WA 98233 to CONSIGNOR/CONSIGNEE's delivery site at 611 Hwy 903, Cle Elum, WA 98922 for intended installation into a complex with other modular condominium units on or about mid September 2008, Bennett Truck Transport, LLC (the "CARRIER") has agreed to provide the transportation based on this Released Value/Cargo insurance Waiver. The parties hereto acknowledge and agreed that the UNIT is approximately 100 ft long and will be carried on CARRIER's lowboy chassis which is capable of stretching to a maximum length of 60 ft, and therefore the possibility of damage to the UNIT during transport is uncertain, and CARRIER would not undertake to perform the services contemplated hereunder without the CONSIGNOR/CONSIGNEE's representations, indomnifications, waivers and releases contained herein.

This Released Value/Cargo Insurance Waiver (the "Agreement") is executed by CONSIGNOR/CONSIGNEE on behalf of itself, the shipper and their successors and assigns, to acknowledge and consent to the UNIT being released for transport at a value not to exceed One Hundred Dollars (\$100.00), and it is understood that the pricing offered by CARRIER for the transportation services provided by CARRIER is predicated upon this release rate. Further, CONSIGNOR/CONSIGNEE has been advised, and has agreed, to secure from others whatever further cargo insurance deemed appropriate, in CONSIGNOR/CONSIGNEE's sole discretion, to insure the UNIT against loss or damage during transport in any amount above the released value, or to self-insure for such amount.

In the event of loss, damage or delay in delivery of the UNIT during transport, CARRIER's liability shall be subject to the limitations set forth in this Agreement. Notwithstanding any contrary provision, (i) CARRIER's maximum liability for loss or damage to the UNIT during or as a result of transportation shall be limited to a released value not to exceed One Hundred Dollars (\$100.00) for the UNIT (including any and all components thereof or contents therein); (ii) in no event shall CARRIER be liable for any damage resulting from loss of use, profit, or husiness interruption, or for any consequential, incidental, indirect or special damages; (iii) CONSIGNOR/CONSIGNEE shall be solely responsible to the extent any loss, damage or injury is caused by the packaging, construction, assembly or manufacture of the UNIT shipped, including the components thereof.; (iv) CONSIGNOR/CONSIGNEE shall be responsible for ensuring that the pickup/delivery sites are reasonably accessible, safe and otherwise suitable for loading/delivery; and (v) to the fullest extent possible, CONSIGNOR/CONSIGNEE waives any right to claim damages for any amount in excess of the released value, and shall indemnify, protect, defend and hold harmless CARRIER from any claim in excess of such released rate.

This Agreement is to provide specialized transportation services to meet CONSIGNOR/CONSIGNEB's distinct needs, and both CONSIGNOR/CONSIGNEE and CARRIER expressly waive any and all rights and remedies allowed under 49 USC §14106(b), the bill of lading or other contract to the extent inconsistent with the terms and conditions of this Agreement. Further, this Agreement has been mutually drafted by both parties hereto, with the advice of counsel, and therefore the terms and provisions hereof shall not be construed more favorably on behalf of one party against the other party.

one party against the other party.

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the \_\_\_\_\_ day of September, 2008.

CONSIGNOR/CONSIGNEE: Bast AHM Development	CARRIER: Bennett Truck Transport, LLC
By: OK Per Don	Ву:

153 AHM choocing-increased interpretational states and the cargo inference was verificated and the cargo inference and the

## Case 2:09-cv-01120-RSM Document 22-4 Filed 03/08/10 Page 20 of 61

Remit To: Bennett Truck Transport, LLC RWA-12517 P.O. Box 100005 McDonough, GA 30253-9305 Invoice Date: Invoice Number: MC 28766 20-OCT-08 2316545-00 0140460 Truck Transport, LLC 12-0140455 **TRANSFORM** EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE **611 HIGHWAY 903 BURLINGTON WA 98233** STORAGE LOT CLE ELUM, WA, 98922 0140320 EAST AHM DEVELOPMENT @ 0 Page 1 P O BOX 669 CLE ELUM WA 98922 Tel. # [[(800) 866-5500 (770) 957-1866 Fax # . (800) 866-4420 (770) 957-7634 Div: 12 B/L Number: 008-88037-51 Miles: Truck: 418029 Trailer Driver Name: EDWARD LUDWIG Date Shipped: 20-OCT-08

Pieces Description Weight Rate Charges 10'10X29X12'10 688.00 FLT 688.00 **FSC** 250.00 FLT 250.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 242.00 FLT 242.00 **DEADHEAD MILES** Job: <u>08-009</u> Code: <u>01-676</u> Price: \$1295. 100.00 FLT 100.00

Payment within 15 days, per I.C.C. Regulations.

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

PAY THIS AMOUNT 1,295.00 Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

BOL No.:

008-88037-51

Bill To:

0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Invoice Number: 2316545-00

Invoice Date:

20-OCT-08 04-NOV-08

Bennett Truck Transport, LLC

P.O. Box 100005

Total Amount Due:

Payment Due Date:

1,295.00

McDonough, GA 30253-9305

Amount Enclosed:

154 AHM

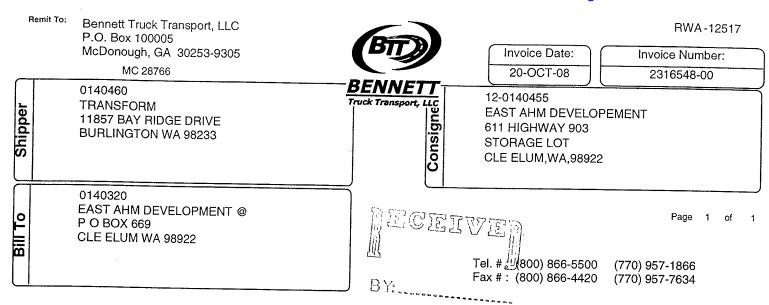
Date : 10/20/08 TerminalRWA Load : 2318545 SERAL #. 000-88037-51 OWHUDB  STRAIGHT BILL OF LADING ORIGINAL NOT NEGOTIABLE  CARRIER : Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTT			
CARRIER: Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI US DOT: 600382 and vivision of Bennett Truck Transport, LLC. including Barrett Transport, Inc., (SCAC) BTTI US DOT: 600382 and vivision of Bennett Truck Transport, LLC. 1001 Industrial Parkway.PO Box 569,McDonough GA 30253.  From: Shipper Address(Origin): 140460 To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE BURLINGTON, IVA,96233 CLE ELUM,WA,98922 S00756913			Driver: Ed Ludw19
SERIAL #: 008-88037-51  CARRIER: Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI			1ruck: 1114029
CARRIER: Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI US DOT: 600382 and division of Bernett Truck Transport, LLC. MC-C 285766  CARRIER: Bennett Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI US DOT: 600382 MC-ICC 285766  TOTI Industrial Parkey-PO Box 559, McDonough GA 30253.  To: Consignee Address(Destination):140455  EAST AHM DEVELOPEMENT  11857 BAY RIDGE DRIVE 611 HIGHWAY 903  CLE ELUM, WA, 98923  3007559130  TRANSFORM 1857 BAY RIDGE DRIVE 611 HIGHWAY 903  CLE ELUM, WA, 98923  3007559130  TRECEIVED the property described below, in appearent good order acrospt as noted/contents and conditions of contents of packages unknown), marked, oostgreed, and destination and shown above, which said centrefulls were clearly as the property under the content of agents to arrive and to its under place of delivery at add obstance) in the marked place to arrive the property under the content of agents to arrive and to said property or or all carrier being understool throughout the contents of the marked place understance and the said contents of a marked place understance and the marked place understance and the said property or or all carrier being understance and the marked place understance and the said property or and the property under the content of agents to arrive and the total carrier and any of said property over all or any of said property over all the property over all or any of said property over all the property over all or any of said property over all the property over all or any of said property over all property over all property over all the property over all or any of said property over all or an			Ont.
CARRIER: Bennott Truck Transport LLC., including Barrett Transport, Inc., (SCAC) BTTI adults of Wission of Bennott Truck Transport, ILC. MC-ICC 285766 1001 Industrial Parkway.PO Box 569.McDonough GA 30253.  From: Shipper Address(Origin): 140460 To: Consignee Address(Destination): 140455 EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE 611 HIGHWAY 903 CLE ELUM,WA 96922 5006741517  BURLINGTON,WA,98233 CLE ELUM,WA 96922 5006741517  PRECEIVED the properly described below, in spearent good order accept as noted/constructs and concidence of contents of packages selection, in processation of the property described below, in spearent good order accept as noted/constructs and concidence of contents of packages selection, in processation of the property described below, in spearent good order accept as noted/constructs and concidence of contents of packages selection, in processation of the property described below, in spearent good order accept as a desired and sensing any person or corporation in possession of the property dust the contribut general to select acrie of all or styll described property order of a purp protein of active to a selection of the sensitive and as the sensitive as a selection of the sensitive and the sensitive and the sensitive and as even perty as a sensitive and a sensitive as a sensitive as a sensitive and a sensitive and a sensitive and a sensitive and any sensitive acceptance and as a sensitive and any sensitive acceptance and as a sensitive and any sensitive and acceptance and as a sensitive and any sensitive and acceptance and as a sensitive and any sensitive and acceptance and as a sensitive and any sensitive and acceptance and as a sensitive and any sensitive and acceptance and as a sensitive and any sensitive and acceptance and associative and acceptance and associative and acceptance and associative and acceptance and acceptanc			
a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway.PO Box 569, McDonough GA 30253.  From: Shipper Address(Origin):140460 TRANSFORM EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE BURLINGTON,WA,98233 3607559130 CLE ELLM,WA,98922 3607559130 CLE ELLM,WA,98922 3607559130 S096741517  RECEVED the properly described below, in apparent good order, accept as need/contents and conditions of contents of pedages unknown), marked, costgred, and existence of the property described below, in apparent good order, accept as need/contents and conditions of contents of pedages unknown), marked, costgred, and destinated as shown above, which said control(the word control broughout the content as a maining any person or corporation in possession of the property under the control gares to carry to its usual piace of delivery at said destination. In one trade as maining any person or corporation in possession of the property under the control of gares to carry to the said property one of all property	PO#/HUD#		
a division of Bennett Truck Transport, LLC. 1001 Industrial Parkway.PO Box 569, McDonough GA 30253.  From: Shipper Address(Origin):140460 TRANSFORM EAST AHM DEVELOPEMENT 11857 BAY RIDGE DRIVE BURLINGTON,WA,98233 3607559130 CLE ELLM,WA,98922 3607559130 CLE ELLM,WA,98922 3607559130 S096741517  RECEVED the properly described below, in apparent good order, accept as need/contents and conditions of contents of pedages unknown), marked, costgred, and existence of the property described below, in apparent good order, accept as need/contents and conditions of contents of pedages unknown), marked, costgred, and destinated as shown above, which said control(the word control broughout the content as a maining any person or corporation in possession of the property under the control gares to carry to its usual piace of delivery at said destination. In one trade as maining any person or corporation in possession of the property under the control of gares to carry to the said property one of all property			-
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destined as shown above, which said carrier(the word carrier being understood throughout the contract as meaning any person or copporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination. If it is mutually agreed, as to each carrier after any of said property, when the contract agrees to carry or all carrier after any or said property, that every service to be performed hereunder chall be subject to all terms and conditions of BTII 101 Rules Trailf Shipper hereby contilled that he is families with all the lerms and conditions of the said bill of lading, including those in BTII 101 Rules Trailf Shipper hereby contilled that he is families with all the lerms and conditions of the said bill of lading, including those in BTII 101 Rules Trailf Shipper hereby contilled that he is families.  FOR PAYMENT, SEND BILL TO:  EAST AHM DEVELOPMENT @ P 0 BOX 669  CLE ELUM,WA,98922  0  NO  Description 10*10X29X12*10  Weight Rate Miles Total 12*95.*  Act of God: If shipper declines Act of God waiver, put'no' here:  Units for living purposes exclusively/linkess a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Firty Dollars (\$250.00).\$  Signed:  Signed:  Signed:  Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$  Signed:  Signed:  Carrier Agent: I hereby authorize this shipment and make the declaration of values (if any)and agree to the contract terms and conditions hereof Signed:  Date:  Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck  Transport, LLC (if No Signature, Need Pro Billif), Signed:  C		•	
destined as shown above, which said carrier(the word carrier being understood throughout the contract as meaning any person or copporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination. If it is mutually agreed, as to each carrier after any of said property, when the contract agrees to carry or all carrier after any or said property, that every service to be performed hereunder chall be subject to all terms and conditions of BTII 101 Rules Trailf Shipper hereby contilled that he is families with all the lerms and conditions of the said bill of lading, including those in BTII 101 Rules Trailf Shipper hereby contilled that he is families with all the lerms and conditions of the said bill of lading, including those in BTII 101 Rules Trailf Shipper hereby contilled that he is families.  FOR PAYMENT, SEND BILL TO:  EAST AHM DEVELOPMENT @ P 0 BOX 669  CLE ELUM,WA,98922  0  NO  Description 10*10X29X12*10  Weight Rate Miles Total 12*95.*  Act of God: If shipper declines Act of God waiver, put'no' here:  Units for living purposes exclusively/linkess a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Firty Dollars (\$250.00).\$  Signed:  Signed:  Signed:  Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars (\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$  Signed:  Signed:  Carrier Agent: I hereby authorize this shipment and make the declaration of values (if any)and agree to the contract terms and conditions hereof Signed:  Date:  Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck  Transport, LLC (if No Signature, Need Pro Billif), Signed:  C			
property under the contract) agrees to carry to its usual place of delivery at said destination, if a mutually agreed as to each carrier ad or any of said property over all or any portion of said cross to mutually agreed as to each carrier ad or any of said property over all or any portion of said cross to deal contract or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTI 101 Rules Traff. Shipper hereby ordfled that he is familier with all the terms and conditions of the said bill of lading, including those in BTI 101 Rules Traff.  FOR PAYMENT, SEND BILL TO:  EAST AHM DEVELOPMENT @ P O BOX 669  CLE ELUM,WA,98922  0  NO Description 10/10/22/8/12/10 Weight Rate Miles Total 1/25.  Act of God: If shipper declines Act of God waiver, putrior here:  Units for living purposes exclusively-fulness a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars(\$250.00),\$Signed:  Units for purposes other than living purposes exclusive Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars(\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ Signed:  Sipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed:  Date:  Payor/Shipper is liable for all (1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section II(d)of Terms and Conditions Prof Signed:  C.O.D.FEE: PREPAID: COLLECT: THIRD PARTY:  C.O.D.FEE: PREPAID: COLLECT: THIRD PARTY:  C.O.D.FEE: PREPAID: COLLECT: THIRD PARTY:  C.O.D.FEE: PREPAID: COLLECT: THIRD	RECEIVED the property described below, in apparent go	ood order, except as noted (contents and conditions	of contents of packages unknown), marked, costgned, and
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interested in all or any said property, that every service to be performed hereunder shall be subject to all terms and conditions of BTII 101 Rules Trafff. Shipper hereby certified that he is familier with all the terms and conditions of the said bill of lading, including those in BTII 101 Rules Trafff.  FOR PAYMENT, SEND BILL TO:  EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM,WA,98922 0  NO  Description 10'10'X29X12'10  Weight Rate Milles Total 2915.  Act of God: If shipper declines Act of God waiver,put'no' here: Units for living purposes exclusively. Unless a greater value for the household and personal effect and/or furnishing.not a part of the unit, at point of manufacture include in this shipment, its declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars(\$250.00).\$  Signed:  Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars(\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ Signed:  Shipper or Agent: hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed:  Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein,Bennett Truck  Transport,LLC (if No Signature, Need Pro Bill#),Signed:  CAUTE PREPAID:  COLECT: THIRD PARTY:  COD AMIT \$ \$ \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges:  PREPAID:  COLECT: THIRD PARTY:  COD AMIT \$ \$ \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consigno	destination.It is mutually agreed, as to each carrier all or	any of said property over all or any portion of said	route to destination, and as to each party at any time
hereby certified this he is familier with all the terms and conditions of the said bill of lading, including those in BTTI 101 Rules Tariff.  FOR PAYMENT, SEND BILL TO: REMIT C.O.D  EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM,WA,98922  O  NO  Description 10'10'X29X12'10  Weight Rate  Miles Total 2955.  Act of God: If shipper declines Act of God waiver, put'no' here: Units for living purposes exclusively-Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars(\$250.00)\$, Signed: Units for purposes other than living purposes exclusive Uniess a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars(\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ Signed: Slipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed: Date: Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (if No Signature, Need Pro Billif), Signed: Date: COD AMIT \$ \$ \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges.  Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges.  Subject to section 7 of conditions if the shipment is to b	interested in all or any said property, that every service t	be performed hereunder shall be subject to all te	rms and conditions of BTTI 101 Rules Traiff.Shipper
EAST AHM DEVELOPMENT @ P O BOX 669 CLE ELUM,WA,98922 0 NO Description 10/10X29X12/10 Weight Rate Miles Total 7957.  Act of God: If shipper declines Act of God waiver,put'no' here: Units for living purposes exclusively/Unless a greater value for the household and personal effect and/or furnishing,not a part of the unit,at point of manufacture include in this shipment,is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars(\$250.00).\$ Signed: Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars(\$10,000,00)for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ Signed:  Date:  Carrier Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed:  Date:  Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein,Bennett Truck  Transport.LLC (if No Signature,Need Pro Billiff). Signed:  Date:  Payor/Shipper is liable for all(1)structural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of  Terms and Conditions(2)toils,permits and state fees as per applicable tariff.  C.O.D.FEE: PEPAID: COLLECT: THIRD PARTY:  COD ANT \$ \$ \$ \$  Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other leawful charges.  Signature of Consigneor:  Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature:  Note: This is a	hereby certified that he is familier with all the terms and	conditions of the said bill of lading, including those	e in BTT( 101 Rules Tariff.
P O BOX 669 CLE ELUM,WA,98922  NO Description 10*10X29X12*10 Weight Rate Miles 12957  Act of God: If shipper declines Act of God waiver,put'no' here: Units for living purposes exclusively-Unless a greater value for the household and personal effect and/or furnishing,not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollars(\$250.00).\$ Signed: Units for purposes other than living purposes exclusive. Unless a greater value per unit and equipment is declared on this Bill of Lading, the shipper hereby releases this shipment to a value not exceeding Ten Thousand Dollars(\$10,000.00) for each unit and equipment contained therein transported. I declare the excess valuation of personal effects and furnishings to be \$ Signed: Shipper or Agent: I hereby authorize this shipment and make the declaration of values(if any)and agree to the contract terms and conditions hereof Signed:  Carrier Agent: Foregoing shipment subject to declaration(if any)or relase terms and conditions herein, Bennett Truck Transport,LLC (if No Signature, Need Pro Bilt#). Signed:  Date:  Date:  Date:  Payor/Shipper is liable for all(1) shructural and mechanical failure related directly to pay or/shipper's equipment as per Section I(d)of Terms and Conditions(2)tolls,permits and state fees as per applicable tariff.  C.O.D.FEE: PREPAID: COLLECT: THIRD PARTY:  COD AMT \$ \$ \$ Subject to section 7 of conditions if the shipment is to be delivered to the consignee with out recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment with out payment of freight and all other lawful charges.  Signature of Consigneer:  Delivery Release: I request the Carrier park unit at delivery site and I release Carrier and Driver from any damages resulting from off road parking, which could be total destruction Signature:  Note: The first of the paid unless all lawfu	FOR PAYMENT, SEND BILL TO:	REMIT C.O.D	
CLE ELUM,WA,98922  NO Description 10'10X29X12'10 Weight Rate Miles Total 1295.  Act of God: If shipper declines Act of God waiver, put'no' here:  Units for living purposes exclusively:Unless a greater value for the household and personal effect and/or furnishing, not a part of the unit, at point of manufacture include in this shipment, is declared on this Bill of Lading the shipper hereby releases such property to a value not exceeding. Two Hundred Fifty Dollans(\$250.00,0)\$	EAST AHM DEVELOPMENT @		
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155 AHM

700 lb

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## Case 2:09-cv-01120-RSM Document 22-4 Filed 03/08/10 Page 22 of 61



Div: 12 B/L Number: 008-88037-52 Miles: fruck: 480221 Trailer: Driver Name: JAMES SOLER Date Shipped: 20-OCT-08 Pieces Description Weight Rate Charges 14'2X34X12'10 688.00 FLT 688,00 **FSC** 450.25 FLT 450.25 **PERMITS** 15.00 FLT 15.00 **ESCORTS** 376.25 FLT 376.25 SPOTTING CHARGE 414.50 FLT 414.50 Job: 08-009 Code: 01-626 DEADHEAD MILES 100.00 FLT 100.00 USED C&H PILOTS **PAY THIS AMOUNT** Payment within 15 days, per I.C.C. Regulations. 2,044.00

Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-52

Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC P.O. Box 100005

McDonough, GA 30253-9305

Invoice Number:

2316548-00

Currency: USD

Invoice Date:

20-OCT-08

Payment Due Date:

04-NOV-08

Total Amount Due:

2,044.00

Amount Enclosed: \_\_\_

156 AHM

Date: 10/20/08		- AAN-2-	Driver	Jim Soc-	10.
Terminal:RWA					-12
Load :2316548			Unit:	480221	
SERIAL #: 008-88037-5	52		C.O.D	Amount:	
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	of Bennett Truck Transport,Li strial Parkway.PO Box 569,M			MC-ICC	285766
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BURLINGTON,V	VA,98233	CLE	ELUM,WA,98922		
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157 AHM lawful charges. Signature of Consigneor:

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road parking, which could be total destruction Signature:

will be paid unless all lawful charges have been paid to carrier

# FILED 2/25/10



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SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

EAST AHM DEVELOPMENT, LLC, a Washington Limited Liability Company,

) NO.

00374

) SUMMONS

TRANSFORM LLC, a Washington Limited Liability Company,

vs.

Defendant.

Plaintiff.

THE STATE OF WASHINGTON, TO: The above named Defendant:

A lawsuit has been started against you in the above entitled Court by the above named Plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the Plaintiff within 20 days after the service of this Summons, exclusive of the day of service, if served within the State of Washington; and within 60 days after the service of this Summons upon you, exclusive of the day of service, if served outside the State of Washington, or a default judgment may be entered against you without notice. A default judgment is one where Plaintiff is entitled to what he asks for because you have not responded. If you serve a Notice of Appearance on the undersigned attorney, you are entitled to notice before a default judgment may be entered.

SUMMONS - I

Dennis Jordan & Associates Inc. P.S. 4218 Rucker Avenue Everett, WA 98203

(425)252-5554 (425)258-4060 Fax

You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the demand must be in writing and must be served upon the Plaintiff. Within 14 days after you serve the demand, the Plaintiff must file this lawsuit with the Court, or the service on you of this Summons and Complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATE: February 24, 2010.

DENNIS JORDAN & ASSOCIATES, INC., P.S.

Dennis Jordan, WSBA #4904 Attorney for Plaintiff

SUMMONS - 2

2 3 4 5 6 SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY 7 8 EAST AHM DEVELOPMENT, LLC, a ) NO. 00374 9 Washington Limited Liability Company, 9 ) COMPLAINT Plaintiff, 10 11 TRANSFORM LLC, a Washington 12 Limited Liability Company, 13 Defendant: 14 15 COMES NOW the above named Plaintiff and for cause of action against the above 16 named Defendant, alleges and sets forth as follows: 17 1. The Plaintiff East AHM Development, LLC, is now and at all times material 18 hereto has been a duly formed and existing Washington Limited Liability Company. 19 2. The Defendant Transform, LLC is believed to now be and at all times material 20 21 hereto is believed to have been a duly formed and existing Washington Limited Liability 22 Company. 23 3. The Defendant Transform's principal place of business is in Skagit County, 24 25 COMPLAINT - 1

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Washington.

- 4. On or about June, 2008, the Plaintiff as "Buyer" and the Defendant as "Seller" entered in to a "labor only" construction contract in the form attached hereto as Exhibit 1.
- 5. In the performance of that contract, the Plaintiff supplied construction materials to the Defendant which the Defendant used to built into 55 modules at its factory in Burlington, WA. These modules or modular units consisted of prefabricated sections of walls, ceilings, and floors that contained/included all framing, insulation, wallboard (drywall), data wiring, structured high tech wiring and rough-in electrical, plumbing and gas. Once delivered to the job/construction site of the Plaintiff's condominium project, the individual modular units were then connected together to form a single piece of real property consisting of a 32-unit condominium building with entry, hallways, offices and other interior spaces.
- 6. The contract schedule as set forth in Exhibit 1 anticipated two deliveries of modules to the Plaintiff with the first occurring on July 18, 2008.
  - 7. The contract called for delivery F.O.B. the Defendant's factory in Burlington.
- 8. Contrary to the terms and conditions of Exhibit 1 attached hereto, delivery of the first two modular units did not take place until September 5, 2008. (See Exhibits 2 and 3 attached hereto.) The remaining 55 modular units were delivered after that date.
  - 9. Until the delivered modular units are installed in place and connected, they

COMPLAINT - 2

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COMPLAINT - 3

could not be tested by the Plaintiff for deficiencies and/or property damage to the materials provided by Plaintiff that had occurred as a result of the Defendant's actions.

- 10. When these units were tested, it was discovered that the Defendant had caused property damage to the materials purchased and supplied by the Plaintiff. For example, but not in limitation thereof, drywall nails were driven through electrical conduit, through plumbing pipes, through gas lines and data wiring. As a result of the above described actions, many of the modular units had to be repaired on site which included identifying the work that was needed, and accessing and repairing the damage to Plaintiff's materials.
- 11. As a result of the Defendant's actions and the need to identify, access and repair, the Plaintiff has suffered significant damages. Such damages include consequential damages including, but not limited to, delay damages and damages to property, the majority, if not all of which, were caused by the property damage described above.
- 12. Paragraph 5 of the general terms and conditions of the parties contract provides as follows:
  - 5. Warranty. Seller warrants that the goods furnished hereunder will be free from defects in materials and workmanship for a period of one year from their date of delivery to buyer. Upon written notice to Seller within the specified one year period, Seller agrees to promptly repair or replace, as necessary, any defect in workmanship or materials for which it is responsible. Seller shall transfer any warranty available and transferable from the original manufacturer of component parts of the goods to the Buyer. This remedy is the exclusive remedy for any breach by Seller.

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COMPLAINT - 4

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. IN NO SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR ANY DELAYS, PERSONAL INJURY, OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY SELLER OR NEGLIGENCE OF SELLER OR OTHERWISE.

- 13. The Plaintiff agreed to the terms and conditions of paragraph 5 above and was willing to waive certain claims and damages based upon the promise of the Defendant to "promptly repair or replace, as necessary, any defect in workmanship or materials for which it [was] responsible." The Defendant, however, breached that promise as it failed to make the necessary repairs or replacements.
- 14. The promise of repair and replacement was material to the Defendant's agreement regarding the waiver/exclusion of other warranties or damages. The Defendant's breach constituted a failure of consideration to the Defendant's agreement with respect to warranties and damages which gives rise to the Plaintiff being entitled to rescind any such waiver/exclusion in its entirety.
- 15. Paragraph 7(b) of the general terms and conditions of Exhibit 1 provides that the Plaintiff must commence any claim or cause of action against the Defendant "within

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1 18 months of the date of delivery by Seller to Buyer of the goods which are the subject 2 of the claim or cause of action." Not more than 18 months has lapsed since the date of 3 delivery as contemplated by the terms and conditions of Exhibit 1. 5 16. Paragraph 7(d) of the general terms and conditions of Exhibit 1 provide for 6 the prevailing party "in any dispute" between these parties to be awarded "its reasonable attorneys' fees, experts' fees, and costs." 8 WHEREFORE, Plaintiff prays for the following relief against the Defendant: 9 (1) For a judgment for damages in an amount to be proven at the time of trial. 10 (2) For such other and further relief as this court may deem just and proper, 11 including an award of reasonable attorney fees, expert's fees and costs. 12 DATED this 24 day of February, 2010. 13 14 DENNIS JORDAN & ASSOCIATES, INC., P.S. 15 16 17 Dennis Jordan, WSBA #49074 Attorney for Plaintiff 18 19 20 21 22 23 24

> Dennis Jordan & Associates Inc. P.S. 4218 Rucker Avenue Everett, WA 98203 (425)252-5554 (425)258-4060 Fax

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COMPLAINT - 5



Building functionalists Spaces Your Modular Builder

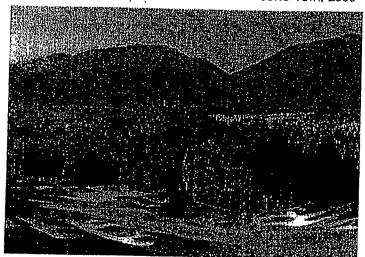


Proposal & Inclusions For -

## Trailhead Condominiums at Suncadia

3770 Suncadla Trall Cle Elum, WA 98922

June 13th, 2008



Prepared By: Transform's Estimating Dept. 11857 Bay Ridge Drive Burlington, WA 98233

Tel. 360.755.9130 Ext 211 Fax 360.707.0818

www.fransform-llc.com

W

OUTLINE SPECIFCATIONS.

EXHIBIT \_\_\_\_



Trailhead at Suncadia - Building #1

June 13, 2008

## TRANSFORM'S INCLUSION SPECIFICATIONS

#### DIVISION SECTIONS BY TITLE

#### DIVISION 1

#### FLOOR ASSEMBLY

1 %" x 11 7/8" LVL Double Perimeter Rim Joist 2 5/16" x 11 7/8" TJI 230 Floor Joists at 16" O.C 4' x 8' x %" T&G OSB as a Sub-Floor Sub-Floor is Glued and Nalled per,Schedule, Acoustloal Sealant used at base plates Fire Sealant Polyurethane Spray Foam 1/2" Homasote or equiv sub-strait - Covers All the Subfloor before walls are set. ITT3511.88 - 2 5/16" x 11 7/8" Joist Hangers for 380 & 230 by Simpson Strong-Tie Under Floor Insulation R-21 Unfaced Batt Insulation Mirafi X-Series Woven Polypropylene Underclosure to secure Insulation

#### DIVISION 2

#### EXTERIOR WALL ASSEMBLY

2" x 6" DF #2 or BTR Wall Plate Material - Single Bottom and Single Top Plate
2" x 6" DF #2 or BTR 104 5/6" Wall Studs @ 16" O.C UNO - 9' Wall Height
2" x 10" DF #2 or BTR Insulated Box Headers above all Rough Framed Openings where needed
2 ½" Ridged Foam Insulation used in the Box Headers
R-24 Unfaced Batt Insulation at Exterior Walls
4' x 10' x 7/16" OSB Exterior Wall Sheathing
Single Layer of Tyvek Commercial Building Wrap Vapor Barrier for Water Intrusion
4' x 9' x 5/8" Gypsum Based Type "X" Sheetrock Hung (No Mud and/or Tape Included)

### DIVISION 3

## WINDOWS & DOORS

Window Membrane Flashing - Tyvek Fiex wrap 8" x 75' - Installed on the Sill of the Window Window Membrane Flashing - Tyvek Straight Flash 4" x 150' - Top, Sides, & Bottom Flashing Window Membrane Flashing - Tyvek Sealant CS/12 - Sealing caulk for inside the window Window Backer Rod - MD Pre-Caulk Backer Rod 3/8" x 20' - Insulating around the Inside of the window

#### DIVISION 4

#### INTERIOR WALL ASSEMBLY

2" x 4" DF #2 or BTR Wall Plate Material — Single Bottom and Single Top Plate
2" x 4" DF #2 or BTR 104 5/8" Wall Studs @ 16" O.C UNO — 9' Wall Height
4' x 9' x 7/16" OSB at all required Interior shear walls
4' x 9' x 5/8" Gypsum Based Type "X" Shestrock Hung (No Mud and/or Tape Included)
RC Channel and Clips Installed Only at Corridor Locations
#10 - 3" - #2 Bugle Head Square Drive Vinyl Coated Deck Screws to Install RSIC Clips
RSIC-1.5" - Adjustable Furring Channel Mount - The Smart Clip
RSIC-1.5" - Adjustable Furring Channel Mount - HAT CHANNEL 20ga 7/8"gr 20ft - 2 1/2" x 1" x 240"
Interior Sound Insulation R-11 on 2x4 walls - Fiberglass Form Free Unfaced Batts
Interior Sound Insulation R-19 on 2x6 walls - Fiberglass Form Free Unfaced Batts

**OUTLINE SPECIFCATIONS** 

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Trailhead at Suncadia - Building #1

June 13, 2008

DIVISION 5

**CEILING ASSEMBLY** 

Sub-Floor Adhesive - OSI® Pro-Series® SF-450<sup>™</sup> Heavy Duty Sub-Floor & Construction Adhesive 1 3/4\* x 7 1/4\* LVL's - Double Perimeter Rim 2\* x 8\* DF #2 Celling Joist 16\* O.C UNO 2" x 8\* DF #2 Crush Plate at Perimeter walls and over corridor nailed down through celling deck into rim 4' x 6' x 7/16\* OSB above Celling Joist Sheathing 4' x 8' x 5/8\* OSB Crush blocks installed on perimeter wall plate los & Water Shield 3'x 75' — Covers the exterior celling deck for water protection #10 - 3" - #2 Bugle Head Square Drive Vinyl Coated Deck Sorews to Install RSIC Clips RSIC-1.5\* - Adjustable Furring Channel Mount - The Smart Clip RSIC-1.5\* - Adjustable Furring Channel Mount - HAT CHANNEL 20ga 7/8\*gr 20ft - 2 1/2" x 1" x 240\* 4x18x5/8\* Interior Gypsum Board - Double Layer on the Lid in Units Only

**DIVISION** 6

ROOF ASSEMBLY

N/A

**DIVISION 7** 

STAIR ASSEMBLY

N/A

DIVISION 8

PLUMBING ASSEMBLY

Pex and PVC Standard Rough In per Plan
3 ½" Waste Pipe Insulation
Shower Receptor - Tile Redi Waterproof Shower Module - 33" x 60" Model # 3360L
Molded Tub/Shower Combo - Sterling Model # 81041110 - 6' White Bathlub, Vikrell Material, Swirl
Gloss Finish, Overall Size 60" x 30.6" x 15"
Rannal Tankless on demand water heater - Tankless Water Heater 199,000 BTU R94LSi by Rinnal

DIVISION 9

**ELECTRICAL ASSEMBLY** 

Basic Rough-in per Plan

DIVISION 10

HVAC / MECHANICAL ASSEMBLY

Rinnal Air Handler Unit - Series 37AHA - Model #04508 - Installed in ONLY Type "A" Units Rinnal Air Handler Unit - Series 37AHA - Model #06012 - Installed in all Standard Type "B" Units Dryer Rough in Box - DBX1000 Plastic Dryer Vent Box with Snap on Trim Ring

**DIVISION 11** 

FIRE SUPPRESION ASSEMBLIES

N/A

**OUTLINE SPECIFCATIONS** 

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Trailhead at Suncadia - Building #1

June 13, 2008

DIVISION 12

INTERIOR FINISHES ASSEMBLY

N/A

**DIVISION 13** 

**APPLIANCES** 

N/A

**DIVISION 14** 

SHIP LOOSE ITEMS

N/A

**DIVISION 15** 

PROJECT EXCLUSIONS - Items not seen above are Excluded from this Proposal

Site Work & Utility Hook-Ups
Foundation, Site Plumbing, Electrical, & HVAC
Fire Alarm & Sprinkler
Finished Flooring
Mud, Tape, Texture, PVA, & Paint
Exterior Metal Flashing, Trim & Siding
Truss and Roof Assembly (Rough or Finish)
All Exterior Doors Silder or Swing
All Interior Doors
Window Supply
All Casework & Milliwork
Closet Shelving
Electrical Fixtures & Trim
Plumbing Fixtures & Trim
HVAC & Mechanical Building Fixtures or Trim
Gas Line Piping
Appliances
L&I inspection Fees

OUTLINE SPECIFCATIONS



Trailhead at Suncadia - Building #1

June 13, 2008

Client Selections:

Client will be allowed the following allowances and selections:

An allowance is a fixed dollar amount, set by the manufacturer for the client to buy his or her own specific item(s) for the project. If the client spends over the allowance the difference must be paid by the client. If less is spent a credit will be issued by the manufacturer.

A selection does not contemplate a monetary value issue, but rather enables the client to select a color or style from the manufacturers list of choices (i.e. carpet color).

Allowances (All Modules)

Items listed below have a noted dollar amount due to tack of exact pricing at time of Proposal

 Est. Delivery, Set & Stitch: \$225.675.00 (This Number is NOT included in the Final Price Reflected Below)

## Selections (All Modules)

- 1. Carpet color / style N/A
- 2. Roof color N/A
- 3. Countertop color / style N/A

<u>Labor ONLY</u> Pricing of the <u>(55)</u> modular unit(s) specified above is based on the Scope of Work outline in this document <u>excluding Tax</u> and Shipping come to a total Estimated Price of :

#### \$1.600.000

#### One Million Six Hundred Thousand Dollars and Zero Cents

This estimate is based on the specifications outlined above. Any deviation from the above specification is strictly an exclusion of the above fisted price and will be subject to a change order in the event of a change. Variations in materials and/or design may affect the final cost of construction. Transform LLC will update the quote and the contract amount will be revised based upon the final design approved by the Client & the State of Washington. Course of construction deviations and alterations from the approved design and/or plans will require an addendum to the State of Washington. All costs of the addendum and change in materials will be the responsibility of the Client.

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**OUTLINE SPECIFCATIONS** 



## The following items are included in and are part of this contract:

Schedule A:

Price and Payment Terms

Schedule B:

Project Scope, inclusions, and Exclusions

Schedule C:

Project Schedule and Anticipated Milestone Dates

Schedule D:

Other

Ship to:

3770 Suncadle Trall

Cle Elum, WA 98922

Deliver F.O.B. Our Factory

Terms and conditions of Contract accepted by Buyer, including terms on the following pages

Date:\_

Buyer: East AHM Development LLC.

By: Jeff Hansell

Ita: Owner

Seller: Transform, LLC

By: Robert Ney

Its: Vice President of Project Administration

Page 2 of 7



## THE FOLLOWING PROVISIONS ARE HEREBY MADE A PART OF THE CONTRACT FOR SALE OF MODULAR UNITS, AND BUYER AGREES THERETO

- 1. Contract's Terms and Conditions Control. Buyer's acceptance is limited to the express terms of this Contract. Any proposal by Buyer for additional or different terms to this Contract (other than with respect to the description, quantity, price, or delivery schedule of the goods) shall be deemed a material alteration thereof, and this Contract shall be deemed accepted by Buyer without said additional or different terms. Any attempt by Buyer to vary the terms of this Contract as to the description, quantity, price, or delivery schedule of the goods is hereby objected to and rejected by Seller. Any changes to this Contract shall be made in writing, signed by both parties.
- 2. Payment. Buyer shall pay Seller as set forth in the attached Schedule A.
- Commencement of Production. Despite any specified delivery date on page 1 of this Contract, it is an express condition precedent to Seller's obligation to commence production of the modular units for Buyer that Buyer first furnish Seller with appropriate documentation, evidence, and information that at such time as Seller has produced the modular units, they can be immediately removed from Seller's premises and delivered to property on which Buyer has authority to place the modular units. In the event such evidence cannot be furnished, the delivery date specified on page 1 shall be equitably adjusted. If Buyer falls to take delivery of the goods as set forth herein, Seller may require Buyer to pay a storage and transportation fee of \$250.00 per day per modular unit for which delivery is not accepted by Buyer. This provision is required due to the limited storage space at Seller's premises, the need to transport excess modular units and the potential risk of loss/damage to the modular units following production if allowed to remain on Seller's premises.
- 4. Delays and Extensions of Time. If Seller is delayed at any time in the commencement or progress of the production of the modular units by an act or neglect of Buyer; or of a separate entity with which Seller contracts; or by changes ordered in the modular units; or by labor disputes; fire; unusual delay in deliveries of materials, equipment, or other items; unavoidable casualities; or other causes beyond the Seller's control, then the time for delivery shall be equitably adjusted, and Seller shall not

be liable to Buyer for any damages resulting from such delay;

5. Warranty. Seller warrants that the goods furnished flataunder will be free from defects in materials and workmanship for a period of one year from their date of delivery to Buyer. Upon willen notice to Seller within the specified one year period, Seller agrees to promptly rapple or replace, as necessary, any defect in workmanship or materials for which it is responsible. Seller shall transfer any warranty syziable with transferble from the original manufacture or ship the seller shall transfer the goods to the days. This remember is the exclusive Remedy for any ball than seller in the seller the goods to the days. This remember is the exclusive Remedy for any ball than selections.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR INFLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPRIED WARRANTIES OF ANY IMPRIED TO, ANY IMPRIED TO, ANY IMPRIED TO, ANY THE TORROSE. THE BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSDEVER SHALL BE REPAIR OR REPLACEMENT AS BREGIFIED ABOVE. IN NO BY THE TORK THE TORK TO THE LIMIT SELLER BE LIABLE FOR ANY GONSEQUENTIAL BANKSOES OF ANY NOTICE INSTALL OF ANY GONSEQUENTIAL BANKSOES OF ANY NOTICE, INSURING THE LIMITATION, DAMAGES TO BROFERTY WHETHER ALLIEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY SELLER OR NEGLIGENCE OF SELLER OR OTHERWISE

6. Information Required of Buyer, Buyer shall, at the written request of Seller, prior to delivery of the goods which are the subject of this Contract, furnish to Seller reasonable evidence that financial arrangements have been made to fulfill the Buyer's obligations under this Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the delivery of the goods which are the subject of this Contract. After such evidence has been furnished, Buyer shall not materially vary such financial arrangements without prior written notice to Seller.

Page 3 of 7





#### 7. Disputes.

- a. Accrual of Claims and Causes of Action. Claims and causes of action by Buyer against Seller pertaining to the goods which are the subject of this Contract shall be deemed to have accrued and the applicable statutes of limitation/limitation period, including the period specified below, shall commence to run not later than the date of delivery of the goods which are the subject of the claims or causes of action.
- b. Limitation Period. Any claim or cause of action by Buyer against Seller pertaining to the goods which are the subject of this Contract must be commenced in a court of competent jurisdiction within 18 months of the date of delivery by Seller to Buyer of the goods which are the subject of the claim or cause of action. Any unresolved claim or cause of action which is not timely commenced is walved and released by Buyer.
- c. Mediation. As a condition precedent to the hearing of any trial, the parties shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.

- d. Fees and Costs. In any dispute between Buyer and Seller, the prevailing party shall be awarded its reasonable attorneys' fees, experts' fees, and costs.
- 8. Risk of Loss. Buyer assumes the risk of loss of all goods when tendered to Buyer's possession at the destination specified in this Contract.
- Entire Agreement. This Contract constitutes the entire agreement between the parties, and supersedes all previous communications between them, either oral or written.
- 10. Severability. If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or invalid, then, to the full extent permitted by law, (a) the provision found to be illegal, unenforceable or void shall be deemed amended and the Court having jurisdiction shall be requested to reform such provision to the extent necessary to make it legal and enforceable while preserving the intents of the parties reflected therein and (b) such illegality, unenforceability or invalidity will not affect any other provision hereof and this Agreement will be liberally construed in order to carry out the intent of the parties as nearly as possible.

Page 4 of 7



#### Schedule A: Payment Terms

Due at Contract signing to attain First Period labor only:

**\$320,000.00** (Approximately 20% of LABOR COSTS ONLY) covers all start up labor costs, due net 30 from execution of the contract.

Monthly Draws based on a percentage of completion, until the contract amount is paid in full. Contract amount is a fixed lump sum amount which includes labor only. \$76,036.83 of the Fixed Contract amount below covers the labor only to Install the hat channel per the current design. If hat channel becomes excluded from Transforms scope of work the full \$76,036.83 which is a fully loaded all inclusive labor number (\$66,118.98 base, \$9,917.85 mark-up) will be backed out of the fixed lump sum amount below.

The Fixed Contract Amount is Transform LLC Labor, Overhead and Profit ONLY. All Materials are provided by Hansell Mitzel.

#### **LUMP SUM AMOUNT:**

\$ 1,600,000 Exclusive of Sales Tax

A liquidated damages clause of \$500 per working day, per box for delay in delivery from the mutually agreed upon final delivery date, will be instituted in the contract pertaining to this project. A separate attached signed document stating the final mutually accepted schedule binds.

All payments shall be made payable to "Transform LLC" and will be paid by Buyer check or wire transfer to an account designated by Transform, LLC. All permitting fees paid for by Owner.

STANDARD RETAINAGE OF 5% WILL BE APPLIED TO ALL PROGRESS PAYMENTS.

\*\*\*Note All Pricing is Subject to WA State Sales Tax which is NOT included\*\*\*

Page 5 of 7



#### Schedule B: Project Scope, General inclusions and Exclusions

See Attached Document as Schedule B.

\*\*\*Please note that Schedule B reflects a final price that includes ONLY Labor.\*\*\*

Note: This is a <u>general</u> Scope of Work supplied to help determine the major items that will be required by the General Contractor at the site to prepare the building for occupancy once the modules are delivered to the site, written for planning purposes only, it is not intended to provide every detail of all the work required.

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Page 6 of 7

#### Schedule C: Project Schedule and Anticipated Milestone Dates

Contract acceptance and signing:

June 13<sup>th</sup>, 2008

35% design of modular components:

65% design of modular components:

95% design of modular components:

Final design criteria and architectural elements:

Final selection of interior finishes:

Final acceptance of HVAC and electrical design:

Permits submitted for Washington State approval:

. The continued for Tracking Brott Otate approva

First delivery of modules

Begin production:

Second delivery of modules

Final set, on site work and finishes begin

Substantial completion:

Certificate of Occupancy

May 20th, 2008

Estimated - July 1<sup>st</sup>, 2008

Estimated - July 18th, 2008

Estimated - Sept. 11th, 2008

Estimated - Sept. 12th, 2008

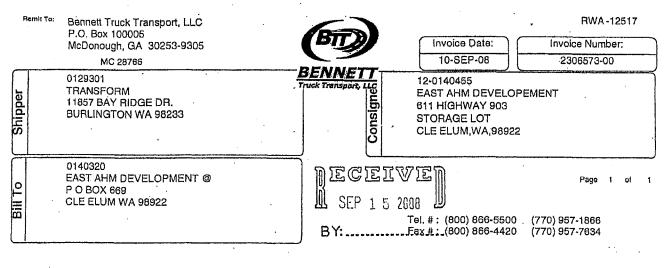
Estimated - October 30th, 2008

Estimated - October 30th, 2008

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Page 7 of 7





Div: 12 Miles: B/L Number: 008-88037-04 Traller: nick: 418029 Driver Name: EDWARD LUDWIG Date Shipped: 05-SEP-08 Pieces Description Welght Rate 14'2X34X12'10 688.00 FLT 688.00 FSC 405.00 FLT 405.00 PERMITS 15.00 FLT 15.00 SPOTTING CHARGE 383.00 FLT 383.00 DEADHEAD MILES 160.00 FLT 160.00 NO PILOTS WERE CHARGED രുട്ട 1,651.00 **PAY THIS AMOUNT** Payment within 15 days, per I.C.C. Regulations. Past due accounts will be assessed a service charge of 1 1/2% per month or partial month. Currency: USD

To ensure proper credit, please detach this portion and return with remittance.

008-88037-04 BOL No.:

Bill To: 0140320

EAST AHM DEVELOPMENT @

P O BOX 669 CLE ELUM WA 98922

Please send payments to:

Bennett Truck Transport, LLC P.O. Box 100005

McDonough, GA 30253-9305

Invoice Number:

2306573-00

Invoice Date:

10-SEP-08

Payment Due Date:

25-SEP-08

Total Amount Due:

1,651.00

Amount Enclosed:

HIGHWAY YOUR TO THE WORLD

Date : 09/05/08
Terminal:RWA
Load :2306573
SERIAL #: 008-88037-04
PO#/HUD#
CARRIER :Bennett Tr



Driver:LUOW ED Truck:418029 Unit: C.O.D Amouni:

STRAIGHT BILL OF LADING ORIGINAL -- NOT NEGOTIABLE

CARRIER :Bennett Truck Transport LLC., Including Bernett Transport, Inc., (SCAC) BTTI a division of Bennett Truck Transport, LLC.

US DOT: 600382 MC-ICC 285788

1001 Industrial Parkway.PO Box 569,McDonough GA 30253.

From: Shipper Address(Origin):129301

TRANSFORM

11857 BAY RIDGE DR. BURLINGTON,WA,88233

3607659130

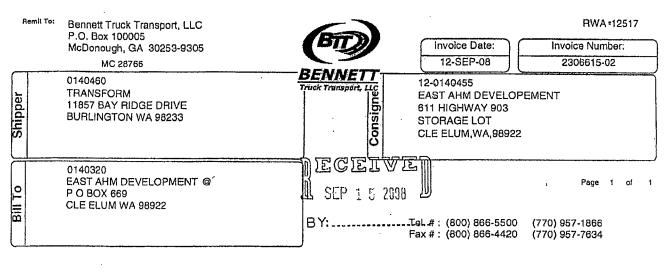
To: Consignee Address(Destination):140455
EAST AHM DEVELOPEMENT

611 HIGHWAY 903 CLE ELUM,WA,98922 5096741517

RECEIVED the property described below. In apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, cooligned, and destined as shown above, which said carrier(the word carrier being understood throughout the contract as meaning any person or corporation in passession of the property under the contract) agrees to carry to its usual piece of delivery as laid destination, if on its route, otherwise deliver to enotine carrier on the route to said destination, it is mutually agreed, as to each carrier all or any of soil property over all or or ny ordin or said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed horounder shall be subject to as terms and conditions of BTTT 101 Rules Trafff. Shipper hereby certified that he is familiar with all the terms and conditions of the said bit of lading, including those in BTTT 101 Rules Trafff.

FOR PAYMENT, SEI	ND BILL TO:	REMIT C.O.D			
EAST AHM DE	VELOPMENT @				
P O BOX 669					
CLE ELUM,WA	98922				
5096741517					
NO	Description	Weight	Rate	Miles	Total
	14'2X34X12'10	•		1577	1651
Act of God: If shipper de	clines Act of God waiver, puting here:				1001
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Lading,the shipper herei	by releases this chipment to a value not	xceeding Ten Thousand f	Tollans(\$10,000,00) for	each null and	
equipment contained th	erein transported.I declare the excess va	luation of personal affects	and fumishings to be	\$	
Signed:					
Shipper or Agent; I here	py authorize this shipment and make the	declaration of values(if an	y)and agree to the con	tracr terms and	
conditions hereof Signer	\$:	Date	-		
Çemler Agent: Forugoing	shipment subject to declaration(if any)o	r reisse terms and condillo	ers herein Bennett Ter	rk · -	
Transport LLC (If No Sig	naturo, Maad Pro. Bill# J. Signed:		· Date	•	ነ
Payor/Shipper is liable for	or ell(1)structural and mechanical fallure	eleted directly to pay or/st	ipper's equipment as	per Section I(d)c	N.
Terms and Conditions(	l)iolis,permits and state fees as per appli	cable tartif.			
C.O.D.FEE:	PREPAID: COI	LECT: THIRD P.	ARTY:		
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shall sign the following d	tetement.The carrier shall not make deliv	ary of this shipment with a	ut payment of freight a	ind all other	
lawful charges.			· •		
Signature of Consignator			<del></del>		
Delivery Release: I requ	est the Carrier park unit at delivery site a	nd I release Carrier and Dr	iver from any damage	s resulting from (	off
road parking, which coul	i be total destruction Signature:				
Note: This is a release to	cerrier for all damages and shortages ur	less noted hereon.No clair	ms for any loss,damag	e,injury or delay	
will be paid unless all lay	viul charges have been paid to carrier		•		
SHIPPER	CARRIER -	Elledin	CONCIONED		
	1015	- //	CONSIGNEE	A VOTE	~

Z00@



DIv: 12 Miles: B/L Number: 008-88037-05 Trailer: Truck: 480221 Driver Name: JAMES SOLER Date Shipped: 05-SEP-08 Description Welght Rate Charges \*CORRECTED BILLING\* 10'10X29X12'10 598.00 FLT 598.00 FSC 272.00 FLT 272.00 **PERMITS** 15.00 FLT 15.00 SPOTTING CHARGE 250.00 FLT 250.00 DEADHEAD MILES Job: 08-009 160.00 FLT 160.00 NO PILOTS USED SIZE OK Code: 01-626 1,295.00 PAY THIS AMOUNT Payment within 15 days, per I.C.C. Regulations. Currency: USD Past due accounts will be assessed a service charge of 1 1/2% per month or partial month.

To ensure proper credit, please detach this portion and return with remittance.

BOL No.: 008-88037-05 Bill To: 0140320

Bennett Truck Transport, LLC

McDonough, GA 30253-9305

Please send payments to:

P.O. Box 100005

EAST AHM DEVELOPMENT @

P O BOX 669

CLE ELUM WA 98922

Involce Number:

2306615-02

Invoice Date:

12-SEP-08

Payment Due Date:

27-SEP-08

Total Amount Due:

1,295.00

Amount Enclosed:

HIGHWAY TO THE WORLD

r				
Date : 09/05/08		Driver:SOLE J		
Terminal:RWA		Truck:480221		
Load :2306615		Unit:		
SERIAL #: 008-88037-06		C.O.D Amount:		
PO#/HUD#	STRAIGHT BILL OF LADING			
	ORIGINAL - NOT NEGOTIABLE			
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1	Bennett Truck Transport, LLC,	•	MC-ICC 285	
	dal Parkway.PO Box 569,McDonough GA 30253.		MO-100 200	700
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interested in all or any said pr	operty, that every service to be performed heraunder shall be subject to all terms at	nd conditions of BTT1 10	12.ResTreM.St	ripper
neraby certified that he is farr	flar with all the terms and conditions of the said bit of teding, including those in ST	Ti 101 Rules Tariff.		
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total \$15073.30 W/Tax

EXHIBIT \_\_\_\_

# CHANGE IN SCOPE AUTHORIZATION

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	509-674-6569		ig.			
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3.7	ıments\CIS East AHM Developn					

AHM

# CHANGE IN SCOPE AUTHORIZATION

East AHM Development, LLC 3542 Suncadia Trail Cle Elum, WA. 98922 509-674-6569 FAX: 509-674-6599	NUMBER: Exterior Design 2  DATE:
JOB NAME: TrailHead Bldg#1  COST CODE: 06-210 DESCRIPTION:	JOB NUMBER: OS-OCT
CHANGE IN SCOPE: Replace fasteners	at all factory Installed
WinDOW S.	
REASON FOR CHANGE:	
COST: NO YES LUMPSUM \$3607. 50 OR	LITIME & MATERIAL Not to Exceed \$4000
AUTHORIZATION:	+ 288.60
East AHM Development:	
OWNER: Whom	DATE: 12/10/08
BY: Who Testenco	

Total<sup>3</sup>55,751.39
FILE COPY

APPENDIX "A"

Stanton Plumbing Inc. #017

SCOPE OF WORK

Page 1 of 4

The following items and description of work are particularly included and are not intended to limit the Contractor's work, but to clarify or emphasize it:

Stanton Plumbing will provide materials and labor necessary for the complete rough in for the Building #1 Trailhead. The parking garage underground within Building #1 and Building #2 is not in this scope of work, this work was done prior by a separate plumbing contractor. Stanton Plumbing will make nesseccary connections to previously installed underground plumbing as needed for the support of the above ground system of Building #1. Stanton plumbing will install all nesseccary components of the plumbing system within the parking garage as designed to support the plumbing system for building #1.

Stanton Plumbing will supply labor and materials for everything within their scope of work proposal except as noted above. All plumbing fixtures as noted in the Stanton Plumbing proposal dated 11/4/08 labeled p.2 will be supplied by East AHM Development for Building #1. It will be the responsibility of Stanton Plumbing to communicate schedule delivery of fixtures to East AHM Development to ensure no down time on Stanton Plumbing's behalf.

Stanton Plumbing will install and trim out plumbing as designed and as listed on fixture list, With the exception of the Americh 40 x40 soaking tub, this product will be substituted with the ARP equivalent soaking tub, and supplied by East AHM Development.

East AHM Development will handle the permits and fee's associated with the Building permits for the Parking garage, and the above ground portion of Building #1. The Fire Sprinkler and Fire Alarm permits for the Parking Garage and the above ground portions of Building #1. The FAS (Factory Assembled Structure) permits for the factory portion of Building #1. All permits and fee's other than those listed above, that fall within the scope of work of Stanton Plumbing, and will be required to complete the scope of work for Stanton Plumbing, will be at the responsibility of Stanton Plumbing to obtain.

See attached proposal for Trailhead Building #1 (3) pages.

Nov 04 08 04:46p STANTON PLUMBING INC

p.2

Stanton Plumbing Inc. P.O. Box 853 Preston, Wa. 98050 11/4/08 (425)471-0873 Wash. Fax (425)831-4808 Idaho Fax (208)687-2338

East AHM Development LLC 9623 32<sup>nd</sup> St. SE Bldg. D Everett, Wa. 98205

# RE; Trailhead Condos @ Suncadia Site Addr; Roslyn, Wash. 98922 Stanton Plumbing Inc. is pleased to assemble the following quote for the necessary labor & materials to complete the following project.

Kitchens			
32-PFUO907R 31 5/8" x 20 1/2" UC S/S kitchen sinks	@ 180.05	5,761.60	
32-Moen 7590-ORB Aberdeen kitchen faucets w/pull-out	@ 311.50	9,968.00	
32-ISE 1 hp Excel garbage disposals	@ 287.20	9,190.40	
32-Dishwashers (Supplied by others, Trim only)	G 201120	7,4,70,10	
Manday Duch.			
Master Baths			
64-MIRU1812BS UC lavatories biscuit	@ 108.15	6,921.60	
64-Delta 4538-RB Lahara lavatory faucets	@ 155.15	9,929.60	
32-Pro Flo 1203BS/3112BS ADA 1.6 gal water closets	@ 141.80	4,537.60	
32-Pro flo TSSCE2000BS Plastic slow close seats	@ 29.95	958.40	
27-Delta T-17238-RB shower trims	@ 135.42	3,656.35	
25-Americh 40x40 Beverly soaking tubs biscuit	@ 1,138.50	28,462.50	
25-Delta R4707 Roman tub rough-in valves	@ 149.85	3,746.25	
25-Delta T-4738-RB Roman tub trim	@ 343.29	8,582.25	
25-Watco 901-PPPVC-BZ Waste & overflows	@ 38.80	970.00	
1	<u> </u>	^	
Main Baths			
27-MIRU1812BS UC lavatories biscuit	@ 108.15	2,920.05	
27-Delta 4538-RB Lahara lavatory faucets	@ 155.15	4,189.05	
OC D. THE ADDRESS OF THE CO.	@ 141.80	3,828.60	
27-Pro Flo TSSCE2000BS Plastic slow close seats	@ 29.95	808.65	
	@ 150.85	4,072.95	
OF HILL COLLEGE DE TALL			
2. Harro Not-1111 A C-DET Maste to OACHIOMS	@ 38.80	1,047.60	
Fixture Cost		109,551.45	

NOV 04 08 04:46p STANTON PLUMBING INC

p.3

#### Waste & Vent System:

All waste & vents throughout shall be PVC schedule 40
All waste @ parking garage to be cast iron piping
All waste to grade to (1) side sewer stub 3' out per building
Provide piping sized to hook-up 1st, 2nd, 3rd floor modular units per Mech. Plans

#### Domestic Water System:

All Water piping located in each unit to be Rehau Pex piping
All Water @ Parking Garage level to be Type "M" Copper
100'- 3" Domestic incoming water feed
Provide 3" shut-off valve @ incoming water feed
100'- 4" Fire Sprinkler Feed to Double check valve
Provide (1) Watts 757 OSY 4" Double check valve assembly For Fire Sprk.
Provide (32) 1" Ball valve shut-offs for each unit
Provide (32) Neptune T10 Pro Read 1" Potable water meters
Provide (1) Neptune Pro Pocket Reader (1 Per Building) For reading meters
Provide (1) 3" water stub 3' outside building, Hook-up to meter is by others.
Please Note: The water service from the meter to the building is provided & installed by utility contractor.

Total: \$255,000.00 Per Building + WSST

Rough-in Cost Labor/Materials Trim-out Cost Labor/Materials Fixture Cost

113,150.00 32,298.55 109,551.45-supplied by GC

Scope of Work @ Rough-in:

Rough-in all waste & water @ parking garage

All waste piping to be cast iron pipe @ parking garage

Water piping to be copper type "M" pipe @ parking garage

Rough-in to be completed for PVC waste & Rehau pex water @ all units

Rough-in of water piping @ hall way for feeds to units

Rough-in of 1" shut-offs @ all units

Rough-in of 1" water meters at all units

Rough-in of 4" double check for Fire sprinkler hook-up

Rough-in of 3" Domestic water feed @ parking garage

Rough-in of 40x40 tubs @ master baths/plus Roman tub valve R-I

Scope of Work @ Trim-out:

Trim-out all waste & water to all fixtures listed on fixture list Supply all Fixtures listed on fixture list Caulking all fixtures for final inspection Inspection of all fixtures @ trim-out for manufacture flaws NOV 04 08 04:46p STANTON PLUMBING INC

p 4

Extras Not Installed @ Factory:

To install 32 Rinnai Instantaneous water heaters Add: 2-3 hrs. per heater @ 75.00 per hr. plus materials #6913 31 .

To install 32 feed lines to furnaces from Rinnai heaters Add: 1-2 Hrs. per furnace @ 75.00 per hr. plus materials

x'532

- \$4800°

To install 32 trap primers for pan drains @ mechanical rm. Add: 30 mins. Per primer @ 75.00 per hr. plus materials

#1200

To Finish Tub R-I of waste & water piping @ 40x40 tubs  $\chi' > 27$  Add: 1-1.5 hrs. per tub @ 75.00 per hr. plus materials

\$3037.50

To Finish securing Tub/shower R-I valves behind fiberglass units Add: 1-2 hrs. per units that needs fixing @ 75.00 per hr. plus materials

rials

# 180000

To install 3" Watts 757OSYM Double check valve for Domestic Water Feed Add: 1,525.19 for double check, & 2 hrs. @ 75.00 labor, plus materials

\$17,812. + Tax 1425 519237.50

\*All pricing subject to manufacturer price increases.

\*This quote is good for 30 days only.

\*Stanton Plumbing Inc. requires that the contractor has water installed to the building prior to sheetrock. Any damage from building not being under pressure during other sub-trades progress will not be the responsibility of this subtrade.

\*All trim installation only and fixtures furnished will be provided with a (1) year warranty from date of installation.

\*All rough-in plumbing and fixtures provided by others will not be covered under Stanton Plumbing Inc. (1) year warranty.

\*This proposal assumes many items of the modular units rough-in to be correct. Stanton Plumbing Inc. will inspect & review rough-in to make sure it meets our standards and our quality control. If not, pricing may change due to fixes being made in the field.

\*If this project is covered by an OCIP, it will be provided at no cost to this subtrade.

\*Stanton Plumbing Inc. requires that YTD retension be released within 30 days of Rough-in completion, & trim completion.

<sup>\*</sup>No Permit Included

<sup>\*</sup>No Deck or Roof Drains Included

<sup>\*</sup>No Insulation Included

<sup>\*</sup>No Gas Piping Included

SUBCONTRACTOR'S APPLICATION FOR PAYMENT	•
10. —	•
(Subcontractor)	
THE TOTAL PROSO	
DAY REOLITION NO. 2	
TOVERING DEPTOD EDGN 2 ( ) STATES INVOICE NO. 4004-5 3	
TOVERING PERIOD FROM 3/25/09 20 TO 4/25/09 20	
STATEMENT OF CONTRACT ACCOUNT: SUBCONTRACTOR HER	
Owier of	
Approved Change	• •
3. Current Subcontract Amount 5 33, 804.16 \$	
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5. Value of Approved Change Order Work	
Complete to Date (100 % of line 2). \$ 33809.16 \$	
5. Materials Stored on Site.	
7. Total (4+5+6)	•
3. WA State Sales Tax @ 8 % of line 7. \$ 7940.88 s	
3. Less Retainage @ $5$ % of line 7. $s(4963.05)$ $s()$	
0. SUBTOTAL ((line 7 plus line 8) less line 9) \$ 160 238.84 \$	• .
1. Less Amount Previously Paid \$(52,434.20 \$( )	
2. Amount Due as of This Request \$ 49 DNU 104 c	
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ne Contract (and all authorized changes thereto) between the undersigned and East AMH evelopment LLC, relating to the above referenced project.	
I also certify that payments less applicable materials beautiful to the above referenced project.	
th the performance of this Contract. I further certify I have complied with Federal, St d local tax laws, including Social Security, Unemployment Compensation and Workmen's	ate
rformed and materials furnished have been provided without discrimination as to race, cr lor, national origin, sex or age.	eed,
Furthermore in consideration of the	
is request, the undersigned does hereby waive, release and relinquish all claim or right	of
any bond except for glaims or wight of 1 to premises above described or against retai	nage
extent that payment is being retained of will subject and/or change order work perfo	rmed
is request, the undersigned does hereby waive, release and relinquish all claim or right and which the undersigned may now have upon the premises above described or against retain any bond except for claims or right of less for the fortest and/or change order work performent that payment is being retained will subsectionally become due and agree to hold the properties of the properties of the payment and the payment are the pa	East re
ipment rentals or labor.	
	* */* * * *
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May 20 Company Name STANTON PIBLE OF	The Contract of the Contract o
by: VVCHEAS, LOUGE S	113/09
Commission Expires 06/5/1/	

May 14 09 01:44p STANTON PHIMBING INC. Hea TA COMP TICCEM

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4253314808 50 749536 p:2 P. 1

# **CHANGE IN SCOPE AUTHORIZATION**

NUMBER: Stanton-2 East AHM Development, LLC 4/29/2009 DATE: 3542 Suncadia Trail Cle Elum, WA. 98922 509-674-6569 FAX: 509-674-6599

JOB NAME:	Trailhead Bu	ilding #1	job number:	08-009
COST CODE:	15-400	DESCRIPTION:	Plumb	ing
CHANGE IN SO Waste & vent		ngs: 2" No-Caulk brass d	lrains for pans: Rehav	dex pipe, fittings
and copper ext		•		
		•		
REASON FOR O		Transform back-charge.		
COST: NO	X YES LUI	MP SUM _ \$5,009.16	OR X TIME & MAT	ERIAL
TIME IMPACT:	NONE	YES-NUMBER OF	DAYS	C1166 520 1 A . 1
<u>AUTHORIZA'</u>	TION:			5409-89 toleu
East AHM Deve	elopment:	full to	DATE: 4//	29/09
TITLE:				
OWNER: 5	TANTON	PLBG. IN	C. DATE:	5/14/09
BY: //	and	Pfu		
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May 14 09 01:44p

01:44p STANTON

STANTON PLUMBING INC.

East AHM Development, LLC

3542 Suncadia Trail Cle Elum, WA. 98922

MISETT MICSET HOMES

4258314808 **50 749536** 

NUMBER: Stanton-3

4/29/2009

DATE:

p.1

p. 2

# CHANGE IN SCOPE AUTHORIZATION

509-674-6569 FAX: 509-674-6599 JOB NAME: Trailhead Building #1 JOB NUMBER: 08-009 COST CODE: 15-400 DESCRIPTION: Plumbing CHANGE IN SCOPE: See attached hand written scope. REASON FOR CHANGE: Additional labor needed. Transform back-charge. NO X YES LUMP SUM \$28,800.00 OR X TIME & MATERIAL TIME IMPACT: | NONE YES- NUMBER OF DAYS 31,104 teral **AUTHORIZATION:** East AHM Development: TITLE: BY: C: Documents and SettingsAS Users(Documents) BPearseinCONTRACTS (Contracts starting 04/2109) Startion Plumbing Change Order IS

OF BROKEN PIPES IN EVERY UNIT

ENTRY ROTO ZIP & TIPS
WATER FRED, FOR WATER PRATURE
EXTRA 20 12 PIPE, REXTRA 1" CATE (MAIN)
RACH (10) UNIT HAVE FEXTRA 1" CATE (FLOOR)
REACH (10) "HAVE EXTRA 20"1" PIPE (MAIN)
UNIT 305 FIX NAILED WATER, MOVE LAN 2-HR.
UNIT 304 MOVE LAN 2-HR., FIX WASTE LAN,
UNIT 304 ADD LAN

UNIT 307 MOVE LAV, FIX KIT WASTER FLZGS
2 44 90, 4 COUP, PIPE, ADD TRAPPRINTER
UNIT 302 DUPLICATE OF 307

FU 3 MOVE 5 WATER METERS EXTRA 20' 1" PIPE

UNIT 308 MOVE LAU, FIX CUT VENTS IN WAR

UNIT 301 MOVE LAN, FIX WE LEAK IN FLOOR UNIT 309 ADD LAN, ADD KIT 40 ROISE WASTE

UNIT 3/0 ADD KIT C/O PAISE LINE ACROSS
FLOOR, FIX WASTE @ BATH WAN, FIX WATER
@ MAST BATH WAN, MOVE MAST LAV

UNIT 300 - MOVE WAST LAW, AND KET YO, RAISE

\*N DEAIN (2) 247

2-ND FL.

DIDN'T MOVE MASTLAN OR DIDN'T

MOVE 5 WATER METER FEEDS

UNIT 205 FIX WATER CUT PIPE FIX LAV WASTE NALL HOVE

UNIT 204 FIX SHO VENT NAIL HOLE,
FIX LAV WASTE, FIX WATER LEAK IN
WALL
UNIT 203 FIX WATER & WASTE @ MASTE.

UNIT 20% MOVIE KIT WATERS

UNIT 200 MOUR SHUT-OFF VALUE, ADD FLOR, MOUR FLOR, MOUR A/ON BOX

UNIT 202

05/08/200 . " <b>"</b>	9 10:31 425	2494001	LKST	EVENS S	AFEWAY		PAGE	03/08
2105 5 1st A Sulfe 203 Fife, WA 98 USA Voice: 253	1424 Contractor#AF		CABINE CABINE	TS UV DESTON. LLC	Invoice Nu Invoice Da Page:	mber: 20		Laberty mental consuming
		- Marky de grant de g		Ship t	Ó?			
East AHM I PO Box 669 Cle Elum, V	Development, LLC 9 VA 98922				Suncadia Trail			
	stomer ID			<u> </u>				and the first and the second second
	HM Develop.		Customer PO		Pa			
	es Rep ID		Shipping Metrod		Ship Date	Vet 10 Day	s Due Dat	ie :
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Item Qty 0.50		<del></del>	2/20/09 Contract for labor	ription				,181.73 ok
9.00	EAHM INSTALL LAE	Job:	East AHM - INSTALL LAE 304, 305, 306, 307, 308 8  08-009  1:06-400  1:414,247.59	310	101, 302, 303,		70	.503.08
eck/Credit M	lemo No:	To P	ubtotal ales Tax otal Involce Amount ayment/Credit Applied OTAL				8, 114,	784.81 462.78 247.59
						ROA -	(509) 100,9	91.H 50.35

191 AHM

#### **Apex Cabinets by Design LLC**

2105 51st Ave. E Suite 203 Fife, WA 98424 USA

Contractor #APEXCCD910C5

Voice: 253-922-7110 Fax: 253-922-7191

INVOICE

Invoice Number: 20026

Invoice Date: Apr 19, 2009

Page: 2

Duplicate

BIII-TO	
East AHM Development, LLC	
PO Box 669 Cle Elum, WA 98922	
,	

Ship to

East AHM Development, LLC
PO Box 669
Cle Elum, WA 98922

	eva Customer/ID	Customer PO	Paymen	t Terms
-[	East AHM Develop.	Trim Order-Mock Unit	Net 10	Days
	Sales Rep ID	Shipping Method	Ship Date:	Due Date
		Hand Deliver		4/29/09

tiem	Description	
TRIMPIECE	ALDER KNOTTY CC W/DARK PUTTY PS *3/4 48.5 X 96.5	
	MDF X-BAND PLY CNTER *CARB*	
TRIM PIECE	ALDER S4S* 13/16 X 7/8 X RANDOM	
TRIM PIECE	LF 1" X 2" - STAIN AND FINISH ON ALDER	
TRIM PIECE	LF 1" X 9" - STAIN AND FINISH ON ALDER	
,		
-		
	Å	
1	Subtotal	

Check/Credit Memo No:

Subtotal	5,013.74
Sales Tax	401.10
Total Invoice Amount	5,414.84
Payment/Credit Applied	
TOTAL	5,414.84.

Red 200.09) 5/04.15

192 AHM

# Apex Cabinets by Design LLC 2105 fist Ave. E Suite 203 Fife, WA 98424 USA

PO Box 669

Contractor #APEXCCD910C5

Voice: 253-922-7110 Fax: 253-922-7191

Cle Elum, WA 98922

East AHM Development, LLC

### INVOICE

Invoice Number: 20026

Invoice Date:

Apr 19, 2009

Page: Duplicate 1

Ship to: East AHM Development, LLC PO Box 669 Cle Elum, WA 98922

### Customer ID	Gustomer.POW-#12	Paymen	Jems's	Į
 East AHM Develop.	Trim Order-Mock Unit	Net 10	Days	-
Sales Rep ID	Shipping Method	¿Ship Date	Due Dates	
	Hand Deliver		4/29/09	

TRIM PIECE         3/4           TRIM PIECE         1-           TRIM PIECE         3/4           TRIM PIECE         1-           TRIM PIECE         1-           TRIM PIECE         1-           TRIM PIECE         1/2           TRIM PIECE         1/2           TRIM PIECE         3/4           TRIM PIECE         3/4           TRIM PIECE         AL           TRIM PIECE         3/4           TRIM PIECE         AL           TRIM PIECE         AL	4 X 3-1/2 RUSTIC ALDER E2E 42/7' BALANCE RANDOM 4 X 2-1/2 RUSTIC ALDER E2E 14/7' 1/16 X 7-1/4 RUSTIC ALDER E2E 1/6' 4 X 4-1/2 RUSTIC ALDER E2E 1/6' 4 X 5-1/2 RUSTIC ALDER E2E 1/6' 4 X 5-1/2 RUSTIC ALDER E2E 1/6' 4 X 5-1/2 RUSTIC ALDER E2E 1/6' 4 X 4 RUSTIC ALDER E2E 14/4', 6/6', 12/7', 1/9' 4 X 4 RUSTIC ALDER E2E 2/7' DER A4* 1/4 4X8 MDF PS *CARB* DER STANDARD FRAM 4/4 H&M 8' 4 X 3-1/2 KNOTTY ALDER E2E 30 PCS. 7-8' 2 X 3-1/2 KNOTTY ALDER E2E 9-12' 4 X 5-1/2 KNOTTY ALDER E2E 12 PCS 7-8' 4 X 7-1/4 KNOTTY ALDER RIP 2 EDGE 1 PC. 8' DER KNOTTY CC W/DARK PUTTY 1/4 X 4 X 8 PLY PS 6 X 8-1/2 KNOTTY ALDER RIP 2 EDGE 2 PCS. 8' DER RUSTIC KD 8/4 H&M 9 TO 10' S TQ 1-7/16 RIP TO 3-1/2 SAND TO 1-3/8 X 3-1/2 6 PC 10' DEER S4S* 13/16 X 1-1/2 X RANDOM DER KNOTTY CC W/DARK PUTTY 1/4 X 4 X 8 PLY PS	Job: 08-009 Code: 06-410 Price: \$5414.54
	Subtotal	Continued

Check/Credit Memo No:

#### **Apex Cabinets by Design LLC**

2105 51st Ave. E Suite 203 Fife, WA 98424 USA

Contractor #APEXCCD910C5

Voice: 253-922-7110 253-922-7191 Fax:

INVOICE

Invoice Number: 20025 Invoice Date:

Apr 19, 2009

Page:

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BILTO
East AHM Development, LLC
PO Box 669
Cle Elum, WA 98922

East AHM Development, LLC PO Box 669 Cle Elum, WA 98922

	· Customer(ID+ **	Customer/P0	Paymen	tTerms
-	East AHM Develop.	Trim Order-Commons	Net 10	Days
	Sales Rep ID.	Shipping Method	Ship Date	Due Date
		Hand Deliver		4/29/09

item	Description
TRIM PIECE	3/4 x 5-1/2 RUSTIC ALDER E2E 12 PC 6'
TRIM PIECE	1/2 X 5-1/2 RUSTIC ALDER E2E 16 PC 7' 284' 11-12'
TRIM PIECE	3/4 X 8 RUSTIC ALDER E2E 16 PC 6'X 16 PC 7', 24 PC 9'
TRIM PIECE	3/4 X 9-1/2 RUSTIC ALDER R2E 2 PC 8', 8 PC 6'
TRIM PIECE	3/4 x 8-1/2 RUSTIC ALDER R2E 8 PC 7'
TRIM PIECE	1/2 X 6 RUSTIC ALDER E2E 8"+
TRIM PIECE	1/2 X 7-1/2 RUSTIC ALDER R2E 4 PC 8'
TRIM PIECE	3/4 X 3-1/2 RUSTIC ALDER E2E 45 PC 8' BALANCE
	RANDOM
TRIM PIECE	1/2 X 3-1/2 RUSTIC ALDER E2E 11-12' LENGTHS
TRIM PIECE	1/2 X 1-1/2 RUSTIC ALDER E2E 8 PC 10'
TRIM PIECE	ALDER A4* 1/4 X 4 X 8 PLY PS
TRIM PIECE	1/2 X 8 RUSTIC ALDER E2E 8'+
<u> </u>	Job: 04-009
	000 - 01 /1/7)
	Code: 06-910
	1 Drica 1 Hun 2007 64
	* Price: \$10,307,
	Initials: Att
	II IIII UIO : TI
	1

Check/Credit	Memo No:

Subtotal	9,544.11
Sales Tax	763.53
Total Invoice Amount	10,307.64
Payment/Credit Applied	
TOTAL	10,307,64

20 2471.21 / aggl.43

05/08/2009 10:31

4252494001

LKSTEVENS SAFEWAY

PAGE 02/08

Apex Cabinets by Design LLC
2105 51st Ave. E
Suite 203
Fife, WA 98424
USA
Contractor #APEXCCP0400

Contractor #APEXCC D910 C5

Voice: 253-922-7110 Fax: 253-922-7191



Invoice Number: 20035

Invoice Date:

May 7, 2009

Page:

BIII 10:		_ : · <u>. :</u> .	 	
East AHM	Developm	ent LLC		
PO Box 60		,		
Cle Filim	MIA GROSS			

hip to:		 <del></del>		-
<u> </u>	<del></del>	 	 	

Customer ID	Customer PO		Pay	ment Terms
East AHM Develop.	Third Floor		N	et 10 Days
Sales Rep ID	Shipping Method		Ship Date	Due Date
	Hand Deliver		5/1/09	5/17/09
ltem .	Description			Amount
TRIM PIECE	1/2 x 3-1/2 Knotty Alder E2E 8			
TRIM PIECE	3/4 x 3-1/2 Knotty Alder E2E 8'			
TRIM PIECE	3/4 x 7-1/2 Knotty Alder E2E 8'		صب بر ا	1.
TRIM PIECE	3/4 x 5-1/2 Knotty Alder E2/E 8'	OD:	08-00	
RIM PIECE	3/4 x 2 Knotty Alder EZE 8'	ام ما	ale and disco	
RIM PIECE	3/4 x 5 Knotty Alder ElE 8'	<i>,</i> OG	O: 06-910	
RIM PIECE	3/4 x 8-1/2 Knotty Alder E2/E 8'	ria	1 475.54	14
RIM PIECE	3/4 x 6-1/2 Knotty Alder E2/E 8'		06-410 \$ 25,540	) ·
RIM PIECE	3/4 x 2-1/2 Knotty Alder E2IE 8'	nitia	Ic Lett	
RIM PIECE	1/2 x 2-1/2 Knotty Alder E2/E 8'		13,	
RIM PIECE	1/4 x 3/4 Alder Edgeband 8			
RIM PIECE	1-1/4 x 5-1/2 Knotty Elder 62E 22/10', 151/	'8'. 5/6'		
RIM PIECE	1-1/4 x 9-1/2 Knotty Alder F2E 10'			
RIM PIECE	1-1/4 x 7-1/2 Knotty Alder E2E 8'		l	
RIM PIECE	1-1/4 x 3-1/2 Knotty Alder E2E 6'		-	
RIM PIECE	Alder Knotty CC W/Dark Putty PS 48.5 x	6.5 MDF		
	X-Band Ply Criter "CARB"			
RIM PIECE	Alder Knotty C4 W/Dark Pulty 1/4 x 4 x 8 P	Iv PS		
RIM PIECE	Alder Knotty A4 * 1/4 x 4 x 8 PW PS	.,		
RIM PIECE	TRIM PACKAGE for entire Third Floor			23,653,8
•				-,

Check/Credit Memo No:

Subtotal		23,653.83
Sales Tax		1,892.31
Total Invoice Arnount	11.	25,546.14
Payment/Credit Applied		 
TOTAL		25 546 14

Rd (1182.109) 24.263.45

195 AHM